

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
STATESVILLE DIVISION

5:23-cv-00059-KDB-DCK

CROWN EQUIPMENT
CORPORATION,

Plaintiff,

v.

DAVID BRADY, WILLIAM TUCKER,
JOSEPH BOGGS, BRAWTUS
HOLDING COMPANY, INC. (f/k/a
Pneu-Mech Systems Manufacturing,
Inc.), BRAWTUS COMPANY, LLC,
PNEU-MECH SYSTEMS
MANUFACTURING, LLC (K.N.A.
Pneu-Mech Dissolution, LLC), PNEU-
MECH SYSTEMS
MANUFACTURING, INC., UNITED
FINISHING SYSTEMS, LLC,

Defendants.

**DEFENDANT UNITED FINISHING
SYSTEMS, LLC's ANSWER**

Defendant United Finishing Systems, LLC ("United Finishing"), answers the allegations of the numbered paragraphs of the Complaint as follows.

1. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 1.
2. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 2.
3. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 3.

4. Denied.

5. Denied that Plaintiff is entitled to recover anything from United Finishing. Except as admitted, United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 5.

6. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 6.

7. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 7.

8. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 8.

9. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 9.

10. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 10.

11. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 11.

12. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 12.

13. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 13.

14. Admitted that United Finishing is a limited liability company organized and existing in North Carolina with its principal place of business at 201 United

Drive in Statesville, North Carolina, 28265. Admitted that Alwyn Moody III is its statutory agent and a member of United Finishing. Admitted that William Anthony Brady is a member of United Finishing. Admitted that both Moody and Brady reside in North Carolina. Except as expressly admitted, denied.

15. Paragraph 15 states legal conclusions that require no response.

16. Paragraph 16 states legal conclusions that require no response.

17. Paragraph 17 states a legal conclusion that requires no response.

18. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 18.

19. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 19.

20. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 20.

21. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 21.

22. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 22.

23. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 23.

24. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 24.

25. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 25.

26. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 26.

27. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 27.

28. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 28.

29. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 29.

30. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 30.

31. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 31.

32. Admitted.

33. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 33.

34. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 34.

35. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 35.

36. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 36.

37. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 37.

38. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 38.

39. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 39.

40. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 40.

41. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 41.

42. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 42.

43. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 43.

44. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 44.

45. Denied.

46. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 46.

47. Admitted that United Finishing was “registered as a North Carolina Limited Liability Company” on August 1, 2022, that Moody is its President, and that William Brady is its Vice President. Except as expressly admitted, United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 47.

48. Admitted that United Finishing’s website is nearly identical to the website maintained by Pneu-Mech Systems Manufacturing, Inc. (“PMSM”). Except as admitted, denied.

49. Admitted, except that: Moody was Director of Engineering, Richmond was Director of Installation, Gregory was Manager of Inside Sales and Service, and Boggs was accounting manager, not CFO.

50. Admitted that United Finishing provides services similar to PMSM and that Crown was emailed an announcement of United Finishing’s opening that detailed the services it provided. Except as expressly admitted, denied.

51. Denied.

52. Denied.

53. Denied.

54. Denied that Brady and Tucker transferred any assets to United Finishing. Otherwise, United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 54.

55. Denied.

56. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 56.

57. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 57.

58. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 58.

59. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 59.

60. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 60.

61. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 61.

62. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 62.

63. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 63.

64. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 64.

65. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 65.

66. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 66.

67. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 67.

68. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 68.

69. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 69.

70. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 70.

71. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 71.

72. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 72.

73. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 73.

74. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 74.

75. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 75.

76. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 76.

77. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 77.

78. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 78.

79. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 79.

80. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 80.

81. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 81.

82. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 82.

83. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 83.

84. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 84.

85. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 85.

86. Denied as to United Finishing. Otherwise, United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 86.

87. Denied as to United Finishing. Otherwise, United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 87.

88. Denied as to United Finishing. Otherwise, United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 88.

89. Denied as to United Finishing. Otherwise, United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 20.

90. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 90.

91. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 91.

92. Denied as to United Finishing. Otherwise, United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 92.

93. Denied as to United Finishing. Otherwise, United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 93.

94. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 94.

95. Denied that Brady and Tucker transferred assets to United Finishing. Otherwise, United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 95.

96. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 96.

97. Denied as to United Finishing. Otherwise, United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 97.

98. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 98.

99. Denied as to United Finishing. Otherwise, United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 99.

100. United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 100.

101. Denied as to United Finishing. Otherwise, United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 101.

102. Denied as to United Finishing. Otherwise, United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 102.

103. Denied as to United Finishing. Otherwise, United Finishing lacks knowledge or information sufficient to admit or deny the truth of the allegations of paragraph 103.

104. Paragraph 104 states legal conclusions that require no response. To the extent a response is required, denied as to United Finishing.

105. Denied.

106. United Finishing incorporates its above admissions and denials by reference.

107. Paragraph 107 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

108. Paragraph 108 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

109. Paragraph 109 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

110. Paragraph 110 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

111. Paragraph 111 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

112. Paragraph 112 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

113. United Finishing incorporates its above admissions and denials by reference.

114. Paragraph 114 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

115. Paragraph 115 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

116. Paragraph 116 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

117. Paragraph 117 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

118. Paragraph 118 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

119. Paragraph 119 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

120. United Finishing incorporates the above admissions and denials by reference.

121. Paragraph 121 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

122. Paragraph 122 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

123. Paragraph 123 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

124. Paragraph 124 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

125. United Finishing incorporates the above admissions and denials by reference.

126. Paragraph 126 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

127. Paragraph 127 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

128. Paragraph 128 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

129. Paragraph 129 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

130. Paragraph 130 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

131. Paragraph 131 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

132. Paragraph 132 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

133. Paragraph 133 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

134. Paragraph 134 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

135. Paragraph 135 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

136. Paragraph 136 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

137. United Finishing incorporates the above admissions and denials by reference.

138. Paragraph 138 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

139. Paragraph 139 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

140. Paragraph 140 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

141. Paragraph 141 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

142. Paragraph 142 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

143. Paragraph 143 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

144. Paragraph 144 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

145. Paragraph 145 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

146. Paragraph 146 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

147. Paragraph 147 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

148. Paragraph 148 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

149. United Finishing incorporates the above admissions and denials by reference.

150. Paragraph 150 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

151. Paragraph 151 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

152. Paragraph 152 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

153. Paragraph 153 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

154. Paragraph 154 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

155. Paragraph 155 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

156. Paragraph 156 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

157. Paragraph 157 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

158. Paragraph 158 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

159. Paragraph 159 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

160. Paragraph 160 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

161. United Finishing incorporates the above admissions and denials by reference.

162. Paragraph 162 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

163. Paragraph 163 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

164. Paragraph 164 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

165. Paragraph 165 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

166. Paragraph 166 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

167. Paragraph 167 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

168. Paragraph 168 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

169. Paragraph 169 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

170. Paragraph 170 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

171. Paragraph 171 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

172. Paragraph 172 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

173. Paragraph 173 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

174. Paragraph 174 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

175. Paragraph 175 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

176. Paragraph 176 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

177. Paragraph 177 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

178. Paragraph 178 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

179. Paragraph 179 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

180. Paragraph 180 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

181. Paragraph 181 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

182. Paragraph 182 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

183. United Finishing incorporates the above admissions and denials by reference.

184. Paragraph 184 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

185. Paragraph 185 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

186. Paragraph 186 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

187. Paragraph 187 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

188. Paragraph 188 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

189. Paragraph 189 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

190. Paragraph 190 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

191. Paragraph 191 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

192. Paragraph 192 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

193. United Finishing incorporates the above admissions and denials by reference.

194. Denied.

195. Denied.

196. Admitted that some aspects of United Finishing's business are similar to PMSM's business. Except as expressly admitted, denied.

197. Denied.

198. Denied.

199. Denied.

200. Denied.

201. Denied.

202. Denied.

203. United Finishing incorporates its above admissions and denials by reference.

204. Paragraph 204 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

205. Paragraph 205 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

206. Paragraph 206 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

207. Paragraph 207 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

208. Paragraph 208 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

209. Paragraph 209 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

210. Paragraph 210 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

211. Paragraph 211 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

212. United Finishing incorporates the above admissions and denials by reference.

213. Denied.

214. Denied.

215. Denied.

216. Denied.

217. Denied.

218. Denied.

219. Denied.

220. Denied.

221. Denied.

222. United Finishing incorporates the above admissions and denials by reference.

223. Paragraph 223 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

224. Paragraph 224 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

225. Paragraph 225 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

226. Paragraph 226 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

227. Paragraph 227 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

228. Paragraph 228 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

229. Paragraph 229 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

230. Paragraph 230 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

231. Paragraph 231 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

232. Paragraph 232 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

233. Paragraph 233 relates to a claim that is not directed to United Finishing and therefore requires no response. To the extent a response is required, denied.

234. United Finishing incorporates the above admissions and denials by reference.

235. Admitted that Count Thirteen is not a cause of action. Except as expressly admitted, denied.

236. Paragraph 236 is Plaintiff's over-simplification of a body of law that has no application to United Finishing and requires no response. To the extent a response is required, denied.

237. Denied.

238. Denied.

239. Denied.

AFFIRMATIVE DEFENSE 1 – FAILURE TO STATE A CLAIM

The Complaint fails to state a claim upon which the Court may grant relief as to United Finishing and should be dismissed, with prejudice.

AFFIRMATIVE DEFENSE 2 – STATUTE OF LIMITATIONS/REPOSE

Some or all of Plaintiff's claims are barred by the applicable statutes of limitations or repose.

AFFIRMATIVE DEFENSE 3 – ECONOMIC LOSS

Some or all of Plaintiff's claims are barred by the doctrine of economic loss.

AFFIRMATIVE DEFENSE 4 – CONDITION PRECEDENT

Some or all of Plaintiff's claims should be dismissed for Plaintiff's failure to satisfy a condition precedent to filing suit.

AFFIRMATIVE DEFENSE 5 – FAILURE TO MITIGATE

Plaintiff is not entitled to any damages from United Finishing, but, to the extent Plaintiff is entitled to damages, such damages should be limited due to Plaintiff's failure to mitigate.

AFFIRMATIVE DEFENSE 6 – N.C. Gen. Stat. § 39-23.8

United Finishing incorporates Section 39-23.8 of the N.C. General Statutes herein by reference and pleads each defense set forth therein to the extent same is applicable or potentially applicable to Plaintiff's claims.

AFFIRMATIVE DEFENSE 7 – COMPARATIVE FAULT

Some or all of Plaintiff's claims are barred pursuant to Section 2315.33 of the Ohio Revised Code, Ohio's comparative fault jurisprudence, or the doctrine of contributory negligence.

WHEREFORE, United Finishing respectfully requests that the Court award it the following relief:

1. Trial by jury as to all matters so triable;
2. Dismiss this action, with prejudice;
3. Award Plaintiff nothing from United Finishing;
4. Tax the costs of this action, including but not limited to United Finishing's reasonable attorneys' fees, to Plaintiff; and

5. Any other relief the Court deems just and proper.

This 16th day of August, 2023.

Respectfully,



By: /s/ Bo Caudill
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